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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

19
 20 IN RE: UBER TECHNOLOGIES, INC.,
 21 PASSENGER SEXUAL ASSAULT
 22 LITIGATION

23 MDL No. 3084 CRB

24
DECLARATION OF RACHEL B.
ABRAMS IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL FOR
PLAINTIFF L.D.

25
 26 This Document Relates to:

27
 28 *L.D. v. Uber Technologies, Inc., et al;*
 29 *3:24-cv-05306-CRB*

30
 31 I, Rachel B. Abrams, declare:

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 33 1. I am an attorney in the law firm of Peiffer Wolf Carr Kane Conway and Wise, LLP. I am
 34 admitted to practice before this Court. I make this declaration based on my own personal
 35 knowledge. If called upon to testify, I could and would testify competently to the truth
 36 of the matters stated herein:
 37
 38 2. Plaintiff L.D. has not responded to any efforts to reach her made by myself or my staff
 39 since November 13, 2024. Prior to that, L.D. had not contacted our office since July 21,
 40 2024.

1 3. Plaintiff L.D.'s failure to communicate with our firm has presented a circumstance
2 covered by Rule 1.16(b)(4) of the California Rules of Professional Conduct. We are
3 unable to meet discovery deadlines and otherwise prosecute her case without her input.
4 It is my opinion that our withdrawal from the case has become necessary.

5 4. Under the California Rules of Professional Conduct 1.16(d), my firm has taken all
6 reasonably available steps to avoid prejudice to the rights of Plaintiff L.D ("Plaintiff").
7 a. Before and throughout the time period described below, Plaintiff received
8 numerous letters, emails, text messages, telephone calls, and voice messages
9 requesting that she contact our office. These communications included
10 unsuccessful 19 phone calls with voice messages, 10 unsuccessful phone calls
11 where voice messages could not be left, three successful phone calls, 26 emails,
12 three letters, and 16 text messages. In these communications, we repeatedly
13 explained the need for her continued participation in the case, the risk that her
14 case may be dismissed, and that we would need to withdraw as counsel if she did
15 not contact our office.
16 b. On April 11, 2024, having been unable to obtain sufficient information about
17 Plaintiff's case since she had retained our office on October 31, 2023, our office
18 informed Plaintiff that she had until April 18, 2024 to contact us. On the date of
19 the deadline, Plaintiff called our office.
20 c. Throughout the course of our representation of Plaintiff, she was minimally
21 responsive, before ceasing communication altogether on July 21, 2024. In
22 advance of the Plaintiff Fact Sheet Deadline, our office notified Plaintiff by
23 telephone call, email, text message, voice messages, and letter that we required
24 input from her to complete her Plaintiff Fact Sheet but did not receive the
25 requested information from her in advance of the deadline. Our office submitted
26 a Plaintiff Fact Sheet on Plaintiff's behalf to avoid prejudice to her but could not
27 complete the Plaintiff Fact Sheet without input from Plaintiff, resulting in
28 numerous deficiencies. We notified Plaintiff by telephone call, email, text

1 message, and letter that we needed input from her to correct the Plaintiff Fact
2 Sheet deficiencies by the deadline to avoid dismissal of her case but Plaintiff was
3 unresponsive to our communication attempts.

4 d. On September 20, 2024, Plaintiff's e-mails started bouncing back, and her
5 voicemail box was inoperable.

6 e. On October 15, 2024, we engaged a private investigator to locate Plaintiff. The
7 private investigator found Plaintiff and connected her to Peiffer Wolf. However,
8 Plaintiff did not respond to any calls at the time, nor did she contact our office.

9 f. On November 11, 2024, we sent Plaintiff a letter by U.S. certified mail
10 explaining that if she did not contact us by November 21, 2024, we would
11 choose to withdraw as counsel; this letter offered Plaintiff a deadline by which to
12 contact our firm.

13 g. On November 13, 2024, our office called Plaintiff, and she answered. She
14 informed us that she would look over her Plaintiff Fact Sheet and follow up with
15 our office. Our office has not heard from Plaintiff since.

16 h. On November 14, November 15, and November 20, 2024, our office attempted
17 to call Plaintiff and leave voice messages. Plaintiff did not respond and her
18 phone number could not receive voicemail.

19 i. On November 21, after the deadline has passed, we sent Plaintiff another letter
20 by U.S. Certified mail giving her a final notice. This letter provided yet another
21 deadline by which Plaintiff could contact our firm, set for November 29, 2024.

22 j. On December 11, 2024, we sent Plaintiff formal notice by U.S. certified mail
23 notifying her that we were withdrawing from her case.

24 5. During this time period, we corresponded with Defendants about the deficiencies in
25 Plaintiff's Plaintiff Fact Sheet.

26 6. On December 11, 2024, we sent Uber advance notice of our intent to withdraw from
27 Plaintiff's representation.

28 7. To date, Plaintiff has not agreed to voluntarily dismiss her claims and has not informed

1 our firm that alternative counsel has been retained.

2 8. We informed Uber of our intent to withdraw from this case on <date>.

3 9. Our withdrawal from this case will not impact the timing or schedule of this litigation,
4 and we have taken all reasonable steps possible to avoid prejudice to Plaintiff by
5 informing her of her options and the consequences of failing to comply with case
6 deadlines.

7 10. I understand that pursuant to Local Rule 11-5(b), leave to withdraw may be conditioned
8 on our firm continuing to accept papers to forward to the client. We are able to accept
9 this responsibility.

10 Executed this 8th day of January, 2025 in San Francisco, California.

11 /s/ Rachel B. Abrams
12 Rachel B. Abrams

13 *Counsel for Plaintiff*

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